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AN ORDINANCE approving CONTRACT 91-
04, McCLELLAN AVENUE WATER MAIN
REPLACEMENT between ALL STAR
CONSTRUCTION and the City of Fort
Wayne, Indiana, in connection with
the Board of Public Works.

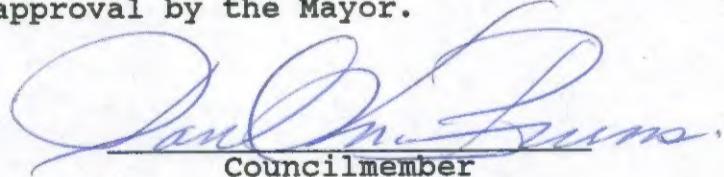
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NOW, THEREFORE, BE IT ORDAINED BY THE COMMON
COUNCIL OF THE CITY OF FORT WAYNE, INDIANA:

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SECTION 1. That the CONTRACT 91-04, McCLELLAN
AVENUE WATER MAIN REPLACEMENT by and between ALL STAR
CONSTRUCTION and the City of Fort Wayne, n connection with
10 the Board of Public Works, for:

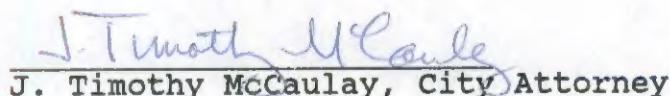
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the installation of 1100+/- lineal
feet of Class 50 Ductile Iron Water
Main on McClellan Street from
Paulding Road to Belmont Street, in
Belmont Addition (alternate bid
only);

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the Contract price is Thirty-Seven Thousand Four Hundred
Ninety-Two and 50/100 Dollars (\$37,492.50), all as more
particularly set forth in said Contract, which in the
Office of the Board of Public Works and, is by reference
incorporated herein, made a part hereof, and is hereby in
all things ratified, confirmed and approved. Two (2)
copies of said Contract are on file with the Office of
the City Clerk and made available for public inspection,
according to law.

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SECTION 2. That this Ordinance shall be in full
force and effect from and after its passage and any and
all necessary approval by the Mayor.

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Dan O. Burns.
Councilmember

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APPROVED AS TO FORM
AND LEGALITY

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J. Timothy McCaulay, City Attorney

Read the first time in full and on motion by Burns,
seconded by Redd, and duly adopted, read the second time
title and referred to the Committee on City Utility (and the
City Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Conference Room 128, City-County Building,
Fort Wayne, Indiana, on _____, the _____, da
of _____, 19_____, at _____ o'clock M., E.S.T.

DATED: 8-27-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Burns,
seconded by Redd, and duly adopted, placed on its
passage. PASSED BY the following vote:

	AYES	NAYS	ABSTAINED	ABSENT
<u>TOTAL VOTES</u>	<u>8</u>			<u>1</u>
<u>BRADBURY</u>	<u>✓</u>			
<u>BURNS</u>	<u>✓</u>			
<u>EDMONDS.</u>	<u>✓</u>			
<u>GiaQUINTA</u>				
<u>HENRY</u>	<u>✓</u>			
<u>LONG</u>	<u>✓</u>			
<u>REDD</u>	<u>✓</u>			
<u>SCHMIDT</u>	<u>✓</u>			
<u>TALARICO</u>	<u>✓</u>			

DATED: 9-10-91

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne,
Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)
(SPECIAL) (ZONING MAP) ORDINANCE RESOLUTION NO. 1-230-91.
on the 10th day of September, 1991.

Sandra E. Kennedy ATTEST
SANDRA E. KENNEDY, CITY CLERK

SEAL
Samuel J. Talarico
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on
the 11th day of September, 1991,
at the hour of 4:00 o'clock P.M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 16th day of September
1991, at the hour of 12:15 o'clock P.M., E.S.T.

Paul Helmke
PAUL HELMKE, MAYOR

CONSTRUCTION CONTRACT

Board Order 81-91

Contract 91-04

Work Order 64270

THIS CONTRACT made and entered into in triplicate this 21 day of August, 1991, by and between ALL STAR CONSTRUCTION AND EXCAVATING, INC., herein called CONTRACTOR, and the CITY OF FORT WAYNE, INDIANA, an Indiana Municipal Corporation, acting by and through the MAYOR and the BOARD OF PUBLIC WORKS AND SAFETY, herein called OWNER;

WITNESSETH, that the CONTRACTOR and the OWNER, for the considerations hereinafter named, agree as follows:

ARTICLE 1: SCOPE OF WORK

CONTRACTOR shall furnish all labor, material, equipment, tools, power, transportation, miscellaneous equipment, etc., necessary for the following:

**1100± LF OF 6" CL50 DUCTILE IRON WATER MAIN ON MCCLELLAN
STREET FROM PAULDING ROAD TO BELMONT STREET IN BELMONT
ADDITION.**

all according to FORT WAYNE WATER UTILITY DRAWING NUMBER Y-10663, and do everything required by this contract and the other documents constituting a part hereof.

ARTICLE 2: THE CONTRACT SUM

The OWNER shall pay CONTRACTOR for the performance of the contract the unit price sum of \$37,492.50 (THIRTY SEVEN THOUSAND FOUR HUNDRED NINETY TWO DOLLARS AND FIFTY CENTS). In the event the amount of work is increased or decreased by OWNER, the contract sum shall be increased or decreased according to the unit price schedule set forth in the CONTRACTOR'S Proposal.

ARTICLE 3: PROGRESS PAYMENTS

The OWNER shall make payments on account of the contract as provided herein, as follows:

Monthly progress payments will be made by OWNER upon submission of a statement of quantities of work completed and/or materials supplied to the job site as of the end of each month. On or about the 15TH DAY of the following month, ninety (90%) percent of the value of the work performed up to the first day of that month (based on the contract price of labor and materials incorporated in the work) and as estimated by the CONTRACTOR and approved or revised by the Engineering Department of the OWNER less the aggregate of previous payments, will be paid by OWNER to the CONTRACTOR.

ARTICLE 4: ACCEPTANCE AND FINAL PAYMENT

Final payment shall be due at the time the work is fully completed and accepted and the contract is fully performed.

Upon filing of a Completion Affidavit by the **CONTRACTOR** that the work is ready for final inspection and acceptance, the **Board of Public Works and Safety** will direct the Engineering Department of the **OWNER** to promptly make such inspection. When the Engineering Department finds the work acceptable under the contract, and the contract is fully performed, it shall so inform the **Board of Public Works and Safety**, which shall issue a final certificate stating that the work provided for in this Contract has been completed and is accepted. Thereupon, the entire balance of the Contract sum shall be due and payable to the **CONTRACTOR**; provided only that **CONTRACTOR** shall first furnish **OWNER**, if requested to do so, satisfactory evidence that all persons who have supplied labor, material, or equipment for the work have been fully paid, and all required manpower utilization reports for this project have been submitted.

ARTICLE 5: WORKMEN'S COMPENSATION ACT

The **CONTRACTOR** will furnish immediately a certificate from the Industrial Board of the State of Indiana, that he has complied with the Workmen's Compensation Act in accordance with Statutes of the State of Indiana and Ordinances of the City of Fort Wayne.

Any judgment rendered against the **City of Fort Wayne** in any suits for Damages for injury to real or personal property, or for injury sustained by any person growing out of any act or doing of **CONTRACTOR**, or its agents, employees or workmen or any judgment of any court or award of any Board of Arbitrators or of the Industrial Board of the State of Indiana rendered against the **City of Fort Wayne** in any suit or claim arising under said Workmen's Compensation for accidental injuries or death suffered by his employees or the employees of any Subcontractor(s) in the course of their employment, when notice of the pendency of such suit, hearing or arbitration shall have been given said **CONTRACTOR**, shall be conclusive against **CONTRACTOR** as to amount, liability and all other things pertaining thereto; it being the intent of the parties hereto that **CONTRACTOR** indemnify and hold harmless **OWNER** in the premises.

ARTICLE 6: NONDISCRIMINATION OF LABOR

The **CONTRACTOR** further agrees to be bound by Section 15-13 (as amended), of the Code of the City of Fort Wayne, Indiana of 1974, passed by the Common Council of the City of Fort Wayne, Indiana as General Ordinance No. G-34-78 (as amended) on December 12th, 1978. The successful bidder shall file a Manpower Utilization Report for this project with the Compliance Office within ten (10) days after completion of construction or upon request of the Office of Compliance.

ARTICLE 7: PREVAILING WAGE SCALE

The **CONTRACTOR** agrees to pay, and also require of his subcontractors that they pay wage rates on

the work covered by this contract which shall not be less than the prescribed scale of wages as determined pursuant to the Statutes of the State of Indiana, and the Ordinances of the City of Fort Wayne according to the applicable wage scale as included in the bid documents.

ARTICLE 8: COMPONENT PARTS OF THIS CONTRACT

The following documents are as fully a part of the contract as if hereto attached or herein repeated:

- a. Advertisement for Bids for Contract/Resolution 91-04
- b. Instructions to Bidders for Contract/Resolution 91-04
- c. Contractor's Proposal dated 24 JULY 1991
- d. Fort Wayne Engineering Department Drawing Number Y-10663
- e. Supplemental Specifications for Contract/Resolution 91-04
- f. Workman's Compensation Act, Statutes of the State of Indiana and Ordinances of the City of Fort Wayne
- g. Non-Discrimination of Labor, General Ordinance Number G-34-78 (as amended)
- h. Prevailing Wage Scale
- i. Performance and Guaranty Bond.
- j. Labor and Material Payment Bond
- k. Right-of-Way Cut Permit
- l. Comprehensive Liability Insurance Coverage
- m. Form 96

ARTICLE 9: GUARANTEE OF WORKMANSHIP

At the time of execution of this contract, the **CONTRACTOR** shall furnish a **Performance and Guaranty Bond** in favor of the **City of Fort Wayne** in the amount of the total value of the materials supplied and/or work performed under the terms of this contract. The said bond shall ensure the completion of the work covered hereunder and shall guarantee the materials and workmanship for a period of one (1) year following written acceptance of the work by the **OWNER**.

ARTICLE 10: INDEMNITY

CONTRACTOR shall furnish to **OWNER**, within ten (10) days of the date hereof, a certificate from an insurer acceptable to **OWNER** showing personal injury and property damage insurance, in force and issued in connection with the work to be performed under this Contract, in amounts satisfactory to **OWNER** and in accordance with the **Statutes of the State of Indiana**.

ARTICLE 11: ADJUSTMENTS OF DISPUTES

All questions or controversies which may arise between the **CONTRACTOR** and the **OWNER** under the provisions of this Contract shall be subject to the decision of the **Director of Board of Public Works and Safety** of the **OWNER**, and his decision shall be final and conclusive upon the parties.

Provided, however, no changes in the plans, specifications, or other phases of work covered by this

Contract will be permitted except on prior written authorization by the **Board of Public Works and Safety**.

ARTICLE 12: COMPLETION DATE

The **CONTRACTOR** agrees to complete the work specified in the contract within **FORTY FIVE (45)** consecutive calendar days after having been ordered by the **OWNER** to commence work under this contract.

ARTICLE 13: COUNCILMANIC APPROVAL

This Agreement, although executed on behalf of the **OWNER** by the **Mayor and Board of Public Works and Safety of the City of Fort Wayne, Indiana**, shall not be binding upon the **OWNER** unless and until the same shall have been ratified and approved by the **Common Council of the City of Fort Wayne, Indiana**, and should said **Common Council** fail to approve the same within ninety (90) days after the date hereof, then this Contract shall be and become wholly void.

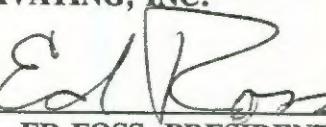
ARTICLE 14:

This contract is governed by Laws of the State of Indiana.

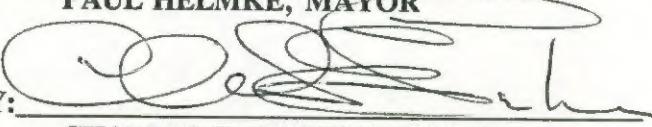
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

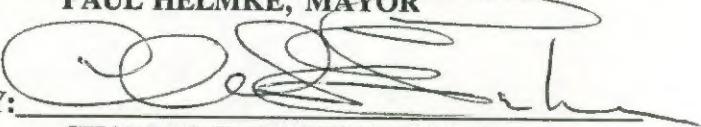
CONTRACTOR

ALL STAR CONSTRUCTION AND EXCAVATING, INC.

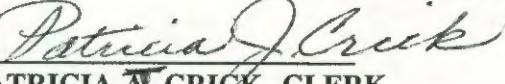
BY: 
ED FOSS, PRESIDENT

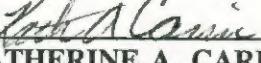
CITY OF FORT WAYNE

BY: 
PAUL HELMKE, MAYOR

BY: 
CHARLES E. LAYTON, DIRECTOR
PUBLIC WORKS

BY: 
DOUGLAS M. LEHMAN, DIRECTOR
ADMINISTRATION AND FINANCE

ATTEST: 
PATRICIA A. CRICK, CLERK

BY: 
KATHERINE A. CARRIER, MEMBER

APPROVED AS TO FORM AND LEGALITY BY: _____
ASSOCIATE CITY ATTORNEY

THIS DOCUMENT PREPARED BY: TERRY L. ATHERTON, P.E., L.S., DIRECTOR OF
WATER RESOURCES, ENGINEERING, AND SERVICES

ACKNOWLEDGEMENT

STATE OF INDIANA)
SS:
COUNTY OF ALLEN)

BEFORE ME, a Notary Public, in and for said County and State, this day of , 1991, personally appeared the within named ED FOSS, who being by me first duly sworn upon his oath says that he is the **PRESIDENT of ALL STAR CONSTRUCTION AND EXCAVATING, INC.**, and as such duly authorized to execute the foregoing instrument and acknowledged the same as the voluntary act and deed of **ALL STAR CONSTRUCTION AND EXCAVATING, INC.**, for the uses and purposes therein set forth.

IN WITNESS WHEREOF, hereunto subscribed my name, affixed my official seal.

Cynthia A Beavers
Notary Public

Cynthia A. Beavers

Printed Name of Notary

My Commission Expires:

July 31, 1993

Resident of Allen County.

Admn. Appr.

TITLE OF ORDINANCE: Contract 91-04, McClellan Avenue Water Main Replacement

DEPARTMENT REQUESTING ORDINANCE: Board of Public Works

SYNOPSIS OF ORDINANCE: The Contract for #91-04 is for the installation of 1100± lineal feet of Class 50 Ductile Iron Water Main on follows on McClellan Street from Paulding Road to Belmont Street, in Belmont Addition (alternate bid only). All Star Construction is the contractor.

EFFECT OF PASSAGE: Improved water conditions at above location.

EFFECT OF NON PASSAGE:

S-91-08-33

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$37,492.50 (alternate bid only)

ASSIGNED TO COMMITTEE:

